



GOVERNMENT OF INDIA

# Chandigarh Administration Gazette

Published by Authority

NO. 094] CHANDIGARH, MONDAY, JULY 01, 2024 ( ASADHA 10, 1946 SAKA)

CHANDIGARH ADMINISTRATION  
LABOUR DEPARTMENT

## Notification

The 26th June, 2024

**No. 13/2/129-HII(2)-2024/9800.**—In exercise of the Powers conferred by sub-section (i) of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. 14 of 1947) read with Government of India, Ministry of Labour & Employment's Notification No. S-11025/21/2003-IR(PL) dated 28.7.2004, the undersigned hereby publish the following award bearing reference No. **69/2023** dated **23.04.2024** delivered by the Presiding Officer, Industrial Tribunal-cum-Labour Court, UT Chandigarh between :

DIGAMBER S/O SH. DUKHA JHA, H. NO. 791, HALLOMAJRA, U.T. CHANDIGARH.  
(Workman)

AND

M/S DESH SEWAK DAILY, SECTOR 29-D, CHANDIGARH THROUGH ITS GENERAL  
MANAGER. (Management)

## AWARD

1. Digamber, workman has presented industrial dispute under Section 2A(2) of the Industrial Disputes Act, 1947 (*here-in-after in short called 'ID Act'*).

2. Briefly stated the averments of claim statement are that the workman was appointed by the management as Helper on 24.05.2021 vide letter No.S/ADMN/2001/291 dated 08.06.2001. The workman remained in the uninterrupted employment up to 24.08.2020 when his services were illegally and wrongfully terminated by refusing of work. The workman was drawing ₹ 15,495/- per month as wages at the time of termination. On 25.08.2020, the workman went to attend his normal duty but the workman was refused work by management on the pretext that the workman should withdraw himself from the list of workers who had authorized the Union to serve upon the management a demand notice dated 05.01.2020 vide which it was demanded that the wages of all the workers be increased to ₹ 25,000/- per month. The workman refused to sign the paper. The management then refused work to workman without any reason & notice. The refusal of work, which amounts to termination, is retrenchment under Section 2(oo) of the ID Act. The

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management has also violated Section 25F of the ID Act. No charge-sheet was issued, no inquiry was held and the workman was not paid retrenchment compensation at the time of termination. Violation of the same makes the termination void. The management has also illegally withheld the wages of all the employees for the month of January, 2020. The workman along with all the employees of the press lodged a complaint with the Labour Inspector, U.T. Chandigarh regarding non-payment of wages for the month of January, 2020 through his Union. The representative of the management appeared before the Labour Inspector but refused to pay the wages. For reinstatement, the workman served upon the management a demand notice dated 06.04.2023. The management neither replied the demand notice nor took the workman back on duty. The Assistant Labour Commissioner-cum-Conciliation Officer, U.T., Chandigarh was requested for his intervention. No settlement could be made possible within the stipulated period. The action of the management in terminating service of the workman is illegal, wrongful, motivated, against the principle of natural justice and unfair labour practice. The workman remained unemployed during the period i.e. from the date of termination to till date. Prayer is made that the workman may be reinstated with continuity of service, full back wages, with all attendant benefits and without any change in his service conditions.

3. Notice issued to the management through ordinary process for dated 18.10.2023 was received back executed through Shri Umed Singh, concerned official but none appeared on behalf of the management. Thus, management was proceeded against ex-parte vide order dated 18.10.2023.

4. In ex-parte evidence workman Digamber examined himself as AW1 and tendered his affidavit Exhibit 'AW1/A' along with copy of his appointment letter bearing No.DS/ADMN/2001/291 dated 08.06.2021 issued by Shri K.C. Sharma, General Manager vide Exhibit 'W1'. On 23.04.2024, Learned Representative for the workman closed ex-parte evidence.

5. I have heard the arguments of Learned Representative for the workman and perused the judicial file.

6. In order to prove its case workman Digamber has examined himself as his own witness as AW1 and vide his affidavit Exhibit 'AW1/A' deposed the averments of claim statement in toto which are not reproduced here for the sake of brevity. AW1 supported his oral version with Exhibit 'W1'.

7. From the oral as well as documentary evidenced by the workman it comes out that vide appointment letter Exhibit 'W1', the workman was appointed as Helper for 3 months from 24.05.2001 to 23.08.2001 on monthly stipend of ₹ 2,000/-. In the claim statement as well as affidavit Exhibit 'AW1' the workman has specifically pleaded that he remained in uninterrupted employment of the management up to 24.08.2020. On 25.08.2020 the management directed the workman to withdraw his name from the list of workers, who have authorised the Union to serve upon the management a demand notice dated 05.01.2020 whereby it was demand that the wages of all the workers be increased to ₹ 25,000/- per month, and on refusal to do the same the management refused work to the workman.

8. The evidence lead by the workman has gone un-rebutted and unchallenged as the management despite service of summons did not bother to contest the claim statement and preferred to be proceeded against ex-parte. There is no reason to disbelieve the evidence lead by the workman. Since the workman has continuously worked with the management 24.05.2001 to 24.08.2020, who is proved to have completed continuous service with the management for 240 days in 12 calendar months preceding his date of termination i.e. 25.08.2020. Thus, workman fulfils the requirement of Section 25B of the ID Act. Once the requirement of Section 25B is fulfilled, the provisions of Section 25F of the ID Act is attracted which lays down the conditions that are

required to be fulfilled by an employer, while terminating the services of an employee, who has been in 'continuous service' of the employer. It would be apposite to reproduce Section 25-F of the ID Act :-

**"25F. Conditions precedent to retrenchment of workmen.-***No workman employed in any industry who has been in continuous service for not less than one year under an employer until-*

- (a) the workman has been given one month's notice in writing indicating the reasons for retrenchment and the period of notice has expired, or the workman has been paid in lieu of such notice, wages for the period of the notice;*
- (b) the workman has been paid, at the time of retrenchment, compensation which shall be equivalent to fifteen days' average pay [for every completed year of continuous service] or any part thereof in excess of six months; and*
- (c) notice in the prescribed manner is served on the appropriate Government [or such authority as may be specified by the appropriate Government by notification in the Official Gazette]."*

9. In the present case, the management before terminating the services of the workman did not complied with the conditions laid down under Section 25F of the ID Act. Consequently, the verbal order dated 25.08.2020 of termination of services of the workman by refusal of work is illegal being violative to Section 25F of the ID Act.

10. In view of the reasons recorded above, this industrial dispute is ex-parte allowed. The workman is held entitled to reinstatement with continuity of service and 50% back wages. The management is directed to comply with the award within three months from the date of publication of the same in Government Gazette failing which the management is liable to pay interest at the rate 8% per annum on the amount of consequential benefits from the date of this award till its realisation. Appropriate Government be informed. Copy of this award be also sent to Learned District Judge, Chandigarh in view of Sub-section 10 of Section 11 of the Industrial Disputes (Amendment) Act, 2010 for onward transmission of the same to concerned Civil Court. File be consigned to the record room.

(Sd.) . . . ,

Dated : 23.04.2024.

(JAGDEEP KAUR VIRK),  
PRESIDING OFFICER,  
Industrial Tribunal & Labour Court,  
Union Territory, Chandigarh.  
UID No. PB0152.

CHANDIGARH ADMINISTRATION  
LABOUR DEPARTMENT

## Notification

The 26th June, 2024

**No.13/2/131-HII(2)-2024/9802.**—In exercise of the Powers conferred by sub-section (i) of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. 14 of 1947) read with Government of India, Ministry of Labour & Employment's Notification No. S-11025/21/2003-IR(PL) dated 28.7.2004, the undersigned hereby publish the following award bearing reference No. **18/2021** dated **29.04.2024** delivered by the Presiding Officer, Industrial Tribunal-cum-Labour Court, UT Chandigarh between :

AMIT KUMAR S/O SH. RAMESH KUMAR R/O HOUSE NO.4733/2, SECTOR 38 (WEST), CHANDIGARH - 160014. (Workman)

AND

1. SHREE SANT KIRPA APPLIANCES PRIVATE LTD. (SSK) THROUGH ITS OWNER / DIRECTORS / PROPRIETORS / MANAGER:-

ADDRESS (1): SYSKA HOUSE PLOT NO.89/991, SAKORE NAGAR, NEW AIRPORT ROAD, NEAR NEXA SHOWROOM, PUNE - 411014.

ADDRESS (2): SYSKA HOUSE OFF NO.S-5, SAKORE NAGAR NEAR ANAND RESIDENCY, PUNE MAHARASHTRA - 411014.

2. NAVYA SOLUTIONS THROUGH ITS OWNER / DIRECTORS / PROPRIETORS / MANAGER, SHOP NO. 25, 2ND FLOOR, SECTOR 42, ATTAWA, CHANDIGARH. (Management)

## AWARD

1. Amit Kumar, workman has presented industrial dispute under Section 2A(2) of the Industrial Disputes Act, 1947 (*here-in-after in short called 'ID Act'*).
2. Briefly stated the averments of statement of claim are that respondent No.1 (*here-in-after management No.1*) is a company / establishment and deals in manufacturing and sales of electrical / electronic products / Goods. The respondent No.2 (*here-in-after management No.2*) is a company / establishment and deals in distribution of electronic / electrical products / Goods of different company/s or client/s example management No.1 etc. The applicant (*here-in-after workman*) was appointed by the management No.1 as Territory Sales Manager on 15.07.2019 and was assigned work with Navya Solutions (Distributor / management No.2). Nature of work of the workman was to collect / book order from shops and make sure delivery of same. Hence, workman is a 'workman' defined under Section 2(s) of the ID Act. The daily timing of the workman was from 10:00 A.M. to 6:00 P.M. with weekly off. The work of workman was controlled, supervised and assessed by State Head of the management No.1 Shri Shailesh Gaur and Executive Director, Syska Group Ms. / Mrs. Jyotsna Uttamchandani. The personal file, record of leaves etc. of workman was maintained by Human Resource Department of management No.1. The workman was being paid Rs.36,200/- as net salary after deduction of provident fund (PF), employees' state insurance (ESI). The work & conduct of the workman while in service was unblemished and satisfactory. Neither any charge sheet was served to

him. In mid March, the workman informed to the Team Leader - State Head Shri Sailesh Gaur for medical emergency occurred with workman's mother residing at village Lakhimpur, Uttra Pradesh (U.P.). Meanwhile, on 22.03.2020 Government of India ordered lock down in whole India due to COVID-19 pandemic. With many requests / attempt finally the workman was issued a curfew pass on 27.04.2020 by the U.P. Government to meet with that medical emergency situation. When that emergency cleared, the workman returned to Chandigarh immediately on 16.05.2020. There was lock-down during emergency situation happened with workman. The Government of India announced unlock - one from 17.05.2020 and from 18.05.2020 Monday, the workman started his job with the routine work. On 19.05.2020, Ms. / Mrs. Elina Bhuyan called the workman from telephone No.+912040131043 and said to the workman 'resign immediately from the post, then we will clear your full and final'. The workman shocked and asked that why ? But the workman did not get any reply. On 21.05.2020 at 9:42 A.M. Ms. Jyotsna removed the workman from daily reporting whatsapp group. He shocked and called the Executive Director but they did not pick his call. Then the workman checked that the HR mailed to the workman for illegal termination on May 2020 at 8:00 P.M. (in unofficial time). On 20.05.2020 management of SSK mailed to the workman that the workman has been terminated from the services. Hence, the managements illegally, arbitrarily and malafidely terminated the services of the workman all of the sudden without following the mandatory provisions laid down under ID Act. The work on which the workman was deputed is still going on as the work is a regular work of the company / establishment of the management. While terminating the services of the workman in the manner mentioned above, the managements have utterly violated the various provisions of the ID Act. Neither any prior notice was issued to the workman nor was he paid wages in lieu of the notice period. While terminating services of the workman, the management / s have not paid salary of the month of April & May, 2020, travelling claim month of February & March Rs.10,000/-, full & final including notice pay, retrenchment compensation, paid leave and other benefits under the labour laws. Nature of work being done by the workman is regular process of service and still going on. The workman has completed 240 days in 12 calendar months preceding his termination. Previously, workman has submitted demand notice to the management and before the Assistant Labour Commissioner-cum-Conciliation Officer, U.T. Chandigarh. The Conciliation Officer initiated conciliation proceedings in the matter of industrial dispute so raised by the workman but ultimately the conciliation proceedings failed. Accordingly, the conciliation Officer vide letter Memo No.4599 dated 21.12.2020 advised the workman to refer Section 2A of the ID Act and accordingly this claim. Prayer is made that managements may be ordered to clear the pending wages of the workman with immediate effect and to reinstate the workman with full back wages along with all the benefits the workman is entitled under the provisions of law.

3. On notice, management No.1 contested the claim statement by filing written statement through authorised signatory Yogesh Sihnde - Senior Executive (Legal) on 26.09.2023. In the written statement management No.1 raised preliminary objection on the ground that the statement of claim is not maintainable against the answering management as the workman does not fall within the definition of 'workman' as per ID Act. The workman has no cause of action. The present claim statement is false and frivolous to the very knowledge of the workman and has been filed only to extort money in illegal manner. The workman is estopped by his own act & conduct from filing the claim statement. The management No.1 never caused any loss to the workman. The workman himself is very well aware that the story created by him with the help of legal brain is false, frivolous and afterthought. This Court / Tribunal has no jurisdiction to entertain, try and decide the present statement of claim. The workman has approached the Court with unclean hands, unclean objective and unclean mind. The workman has concealed the real and true material facts from this Court and workman is not entitled to get any discretionary relief from this Court. The workman has filed the present claim with malafide intention. The real & true material facts are that the workman was appointed as Territory Sales Manager (T.S.M.) by the management No.1 vide appointment letter dated 15.07.2019 and assigned the work of sale of

mobile accessories in Punjab region near Zirakpur. The workman has to complete his target given by the management No.1. The workman did not perform in satisfactory way and did not achieve his targets since November 2019 onwards. The workman was not serious with regard to his target, to be achieved by him. The management No.1 ignored all the short-comings of the workman with the hope that in future the workman shall remove his short-comings and achieve the target as per the sales policy of management No.1. The workman did not improve his performance to achieve the target. The nation-wise lock down was declared on 25.03.2020 to 3rd May and thereafter it was partially open from 4th May, 2020 onwards and in Chandigarh as well as the offices were allowed to open with 33% of the attendance. The workman did not sent any intimation / reporting / application of leave / notice to his reporting Manager and remained absent from the office from 4th May, 2020. The workman knowingly, deliberately and negligently did not bother about the terms & conditions contained in the appointment letter dated 15.07.2019 and violated Clause 5 of Annexure 'B' of appointment letter dated 15.07.2019 wherein it is specifically mentioned that :-

*"Absence without Notice:*

*Absence without leave or remaining absent beyond the period of leave originally granted or subsequently extended, shall result in voluntarily termination of your employment without any notice unless you.*

- i) *Return to work within three days from the commencement of such absence and*
- ii) *Provide satisfactory explanation to management regarding such absence"*

The workman was very much aware and had knowledge about the consequences of his conduct and behaviour towards his job. Moreover, instead of doing his job carefully, he preferred not to intimate the management No.1 about his absence from the job from 04th May, 2020 to 20th May, 2020. Due to absence of the workman, without notice from the job deemed to be voluntarily termination as per Clause of appointment letter dated 15.07.2019. On 20.05.2019 the answering management No.1 terminated the services of the workman through email dated 08.05.2020. The workman after delay of six days sent the false, frivolous email on 26.05.2020 to answering management No.1. Thereafter, as per company policy, the workman was advised to fulfill the exit clearance form and other formalities for getting his pending salary for the month of April, 2020. The workman did not bother about that and failed to fulfill the formalities as per HR Department of management No.1. Hence, the claim of the workman is liable to be dismissed with costs.

4. Further on merits, it is stated that the management No.1 is only doing the sales business of electronics Goods and the marketing work. The answering management No.1 is not a manufacturer. It is denied for want of knowledge that management No.2 is a company / establishment and deals in distribution of electronic / electrical products / Goods of different companies. It is admitted that the management No.2 is the distributor / super-stockiest of management No.1. It is denied that the workman was assigned the work with management No.2. The workman was appointed as Territory Sales Manager and assigned the work of sale of mobile accessories in Punjab region near Zirakpur and he has to complete his target given by management No.1. The achievement of the workman was assessed by the management No.1 and the workman has to report about his business / sales to management No.1 on daily basis. Further similar stand is taken as taken in the preliminary objections. Rest of the averments of claim statement are denied as wrong and prayer is made that claim may be dismissed.

5. Summons issued to management No.2 for dated 15.09.2021 through ordinary process was received back executed through Shri Dilip Singh. None appeared on behalf of management No.2 despite service of summons. Thus, vide order dated 15.09.2021 management No.2 was proceeded against ex-parte. It is pertinent to mention here that initially summons issued to management No.1 on both addresses for dated 15.09.2021 under registered cover vide postal receipts dated 10.08.2021 were not received back undelivered, although mandatory period of 30 days had already been elapsed. None had appeared on 15.09.2021 on behalf of the management No.1 and management No.1 was also proceeded against ex-parte vide order dated 15.09.2021. In ex-parte evidence, the workman Amit Kumar examined himself as AW1. Thereafter on 11.04.2023 management No.1 filed an application seeking to set aside ex-parte order dated 15.09.2021. After taking reply and hearing arguments of both the parties, the ex-parte proceedings order dated 15.09.2021 was set aside qua the management No.1 subject to conditional cost of Rs.1,000/- which was paid on the next date 18.07.2023.

6. Thereafter, workman filed rejoinder to the written statement of management No.1 wherein contents of the written statement except admitted facts are denied and averments of claim statement are reiterated.

7. From the pleadings of parties, following issues were framed vide order dated 01.12.2023 :-

1. Whether the termination of the services of the workman is illegal, if so, to what effect and to what relief he is entitled to ? OPW
2. Whether the workman has no cause of action ? OPM
3. Whether the workman is stopped by his own act & conduct from filing the present claim application ? OPM
4. Whether the claim statement is not maintainable in the present form ? OPM
5. Relief.

8. After the framing of issues, the case was adjourned for cross-examination of AW1 Amit Kumar to be conducted by Representative for management No.1. On 07.02.2024, AW1 Amit Kumar was present but his cross-examination could not be recorded as Learned Proxy Representative for management No.1 requested for adjournment. The case was adjourned from 07.02.2024 to 05.03.2024. Again on 05.03.2024 cross-examination of AW1 Amit Kumar could not be recorded as Learned Proxy Representative for management No.1 requested for adjournment and the case was adjourned to 01.04.2024 for cross-examination of AW1 and remaining entire evidence of the workman. On 01.04.2014 AW1 Amit Kumar was present for his cross-examination but none appeared on behalf of management No.1. Thus, management No.1 was proceeded against ex-parte vide order dated 01.04.2024. On 29.04.2024 Learned Representative for the workman tendered copy of statement of account of workman bearing account No.50100203118222 maintained with HDFC Bank Limited, Sector 40-D, Chandigarh for the period 01.08.2019 to 31.05.2020 incorporating the relevant entry dated 10.04.2020 of receipt of Rs.18,100/-from Shree Sant Kripa Appliances Pvt. Ltd., vide Exhibit 'W1' and closed ex-parte evidence.

9. I have heard the arguments of Learned Representative for the workman and perused the judicial file. My issue-wise findings are as below :-

**Issue No. 1 :**

10. Onus to prove this issue is on the workman.

11. Under this issue, workman Amit Kumar examined himself as AW1 and vide his affidavit Exhibit 'AW1/A' deposed the averments of claim statement in toto, which are not reproduced here for the sake of brevity.

12. From the evidence led by the workman, it comes out that the workman was appointed as Territory Sales Manager by management No.1 on 15.07.2019. The workman was assigned work with management No.2. The nature of work assigned to the workman was to collect / book order from shops and make sure delivery of same. Workman / AW1 in his affidavit Exhibit 'AW1/A' specifically deposed that although he was designated as Territory Sales Manager but was not having any supervisory, administrative or managerial duties to discharge. His work was being supervised, controlled and assessed by the State Head Shri Shailesh Gaur and Executive Director of M/s Syska Group Ms. Jyotsna Uttamchandani. As per the judgment of Hon'ble Apex Court titled as ***Anand Regional Coop. Oil Seedsgrowers' Union Limited Versus Shaileshkumar Harshad bhai Shah***, reported in ***2006 SCC (L&S) 1486***, referred by Learned Representative for the workman, which is applicable to the facts of the present case to an extent, mere designation of the post held by an employee is not the only determining factor as to whether he is a 'workman' as defined under Section 2(s) of the ID Act or not. Main and dominant nature of duties performed by the employee would be the determining factor. What are the prime duties he performs is to be seen. As already discussed above, workman has alleged that he was not performing any administrative, managerial or supervisory duties. Thus, the workman falls within the definition of 'workman' as defined under Section 2(s) of the I.D. Act.

13. From statement of account Exhibit 'W1' it is proved that the workman was receiving salary from the management No.1 through Bank transaction. From Exhibit 'W1' it is further proved that the workman received his last monthly salary in the sum of Rs.18,100/- from the management.

14. The plea taken by the management No.1 that workman was not able to achieve the target given to him by management No.1 since November, 2019 onwards and that he did not remove his shortcomings and performance, does not stand proved because none has appeared in the witness box on behalf of the management No.1 to prove the contents and pleas taken in the written statement.

15. The workman is proved to have completed continuous period of 240 days of service in 12 calendar months immediately preceding his termination (services of the workman terminated by communication through email w.e.f. 20.05.2020) with management No.1. Thus, workman fulfils the requirement of Section 25B of the ID Act. Once the requirement of Section 25B is fulfilled, the provisions of Section 25F of the ID Act is attracted which lays down the conditions that are required to be fulfilled by an employer, while terminating the services of an employee, who has been in 'continuous service' of the employer. It would be apposite to reproduce Section 25F of the ID Act :-

***"25F. Conditions precedent to retrenchment of workmen.-No workman employed in any industry who has been in continuous service for not less than one year under an employer until-***

- (a) *the workman has been given one month's notice in writing indicating the reasons for retrenchment and the period of notice has expired, or the workman has been paid in lieu of such notice, wages for the period of the notice;*
- (b) *the workman has been paid, at the time of retrenchment, compensation which shall be equivalent to fifteen days' average pay [for every completed year of continuous service] or any part thereof in excess of six months; and*
- (c) *notice in the prescribed manner is served on the appropriate Government [or such authority as may be specified by the appropriate Government by notification in the Official Gazette]."*

16. In the present case, the workman in the claim statement and in his testimony by way of affidavit Exhibit 'AW1/A' specifically alleged that no charge sheet was issued, no inquiry was held and he was not paid any retrenchment compensation at the time of termination. On the other hand, in the written statement management No.1 did not plead that the workman was issued prior notice or paid notice pay in lieu of prior notice or that workman was paid any retrenchment compensation. It is not the case of the management No.1 that any charge sheet was issued to the workman or any domestic inquiry was held against him. Rather in the written statement the management No.1 has pleaded that instead of doing job carefully the workman preferred not even to intimate the management No.1 about his absence from the job from 04.05.2020 to 20.05.2020 and due to absence of the workman without notice from the job, his services are deemed to be voluntarily terminated as per clause of appointment letter dated 15.07.2019. From the aforesaid plea taken in the written statement of management No.1, it is duly established that at the time of terminating the services of the workman, management No.1 has not complied with Section 25F of the ID Act. The copy of appointment letter is lying attached with the written statement vide Annexure 'R2'. The relevant clause 5 of Annexure 'B' of appointment letter is reproduced as below :-

*"5. Absence without Notice:*

*Absence without leave or remaining absent beyond the period of leave originally granted or subsequently extended, shall result in voluntary termination of your employment without any notice unless you*

- i. Return to work within 3 days from the commencement of such absence, and*
- ii. Provide satisfactory explanation to management regarding such absence"*

17. To my opinion, the aforesaid Clause 5 of Annexure 'B' of appointment letter is contrary to the provision of Section 25F of the ID Act. Clause 5 seems to have been mentioned by management No.1 in the appointment letter to avoid the liability arising under Section 25F of the ID Act. Provision of Section 25F of the ID Act shall prevail over Clause 5 of Annexure 'B' of appointment letter. As per the judgment of Hon'ble Supreme Court of India referred by Learned Representative for the workman reported in **1988(4) SLR 388** titled as ***Narotam Chopra Versus Presiding Officer, Labour Courts & Another***, if the services of an employee are terminated in violation of Section 25F of the ID Act, the order of termination is rendered ab-initio void and the employee would be entitled to reinstatement with continuity of service along with full back wages and other allowances. In the judgment of Hon'ble High Court of Punjab & Haryana referred by Learned Representative for the workman reported in **2008(6) SLR 360 (DB)** titled as ***M/s New MidhBhabra Transport Company (P) Ltd. Versus Presiding Officer, Labour Court, Gurdaspur & Another***, in para 4 it is held as below :-

*"4. After hearing counsel for the parties, we are of the opinion that the services of respondent No.2-workman on 2.9.1998 were terminated without any charge sheet or any inquiry. In view of the said fact, the Award of the Labour Court dated 6.6.2006 does not suffer from any patent illegality and material irregularity when the Labour Court ordered reinstatement of respondent No.2-workman with continuity of service and also to grant 50% of the back wages."*

18. The aforesaid judgments are applicable to the facts of the present case to an extent. Consequently, termination of service of the workman by management No.1 in violation of Section 25F of the ID Act amounts to unfair labour practice. The claim statement qua management No.2 is not justified. The evidence lead by the workman has gone un-rebutted and unchallenged as the management No.1 despite appearance

through authorised Representative and management No.2 despite service of summons did not bother to contest the claim statement and preferred to be proceeded against ex-parte. There is no reason to disbelieve the evidence lead by the workman.

19. In view of the reasons recorded above, the order of termination of service of the workman w.e.f. 20.05.2020 is set aside being illegal and the workman is held entitled to reinstatement with management No.1 with continuity of service along with 50% back wages and all consequential benefits.

20. Accordingly, this issue is decided in favour of the workman and against the management No.1.

**Issues No. 2 to 4 :**

21. All these issues are taken up together being interconnected and in order to avoid repetition of discussion.

22. Onus to prove all these issues is on the management.

23. The workman on being aggrieved from the order of termination of his services w.e.f. 20.05.2020 without compliance of Section 25F of the ID Act, was left with no other option than to raise industrial dispute. Thus, the workman has a valid cause of action. Management No.1 had raised preliminary objection of estoppel against the workman and non-maintainability of the claim statement but failed to prove these objections as both the managements No.1 & 2 are proceeded against ex-parte. To my opinion, the present claim statement has been filed with a valid cause of action and locus standi. Besides, the claim statement is well within the territorial jurisdiction of this Court. I do not find any defect so far maintainability of the claim statement is concerned.

24. Accordingly, all these issues are decided against the management No.1 and in favour of the workman.

**Relief :**

25. In the view of foregoing finding on the issues above, this industrial dispute is ex-parte allowed. The workman is held entitled to reinstatement with management No.1 with continuity of service along with 50% back wages and all consequential benefits. The management No.1 is directed to comply with the award within three months from the date of publication of the same in Government Gazette failing which the management is liable to pay interest at the rate 8% per annum on the amount of consequential benefits from the date of this award till its actual realisation. Appropriate Government be informed. Copy of this award be also sent to Learned District Judge, Chandigarh in view of Sub-section 10 of Section 11 of the Industrial Disputes (Amendment) Act, 2010 for onward transmission of the same to concerned Civil Court. File be consigned to the record room.

(Sd.) . . .,

(JAGDEEP KAUR VIRK),  
PRESIDING OFFICER,  
Industrial Tribunal & Labour Court,  
Union Territory, Chandigarh.  
UID No. PB0152.

Dated : 29.04.2024.

**CHANDIGARH ADMINISTRATION  
LABOUR DEPARTMENT**

**Notification**

Dated, Chandigarh, the 26th June 2024

**No.13/2/130-HII(2)-2024/9804.**—In exercise of the Powers conferred by sub-section (i) of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. 14 of 1947) read with Government of India, Ministry of Labour & Employment's Notification No. S-11025/21/2003-IR(PL) dated 28.7.2004, the undersigned hereby publish the following award bearing reference No. **2/2021** dated **25.04.2024** delivered by the Presiding Officer, Industrial Tribunal-cum-Labour Court, UT Chandigarh between :

RAJ KUMAR, H.NO.1413, DEEP COMPLEX, HALLOMAJRA, CHANDIGARH. (Workman)

AND

M/S CHANDIGARH GEAR, PLOT NO.20, INDUSTRIAL AREA, PHASE - I, CHANDIGARH  
THROUGH ITS PROPRIETOR/PARTNER. (Management)

**AWARD**

1. Raj Kumar, workman has presented industrial dispute under Section 2A(2) of the Industrial Disputes Act, 1947 (*here-in-after in short called 'ID Act'*).

2. Briefly stated the averments of claim statement are that the workman was appointed as Operator by the management on 05.01.1998. The workman remained in the uninterrupted employment up to 02.06.2020 when his services were illegally and wrongfully terminated by refusing of work. The workman was drawing ₹ 11,500/- per month as wages at the time of termination. Initially, the management-factory was running under the name & style of M/s P. K. Industries at Plot No.20, Industrial Area, Phase - I, Chandigarh and the workman was appointed there. Later on the name of the factory was changed as Chandigarh Gear. All the employees remain there in continuous service with all the benefits intact. The infrastructure was the same and there was no change in the management. The workman remained in continuous employment from the date of his appointment to the date of termination. The workman was a member of ESI Scheme and was allotted ESI No.8274673 and his date of registration in ESI was 05.01.1998. On 03.06.2020, workman went to attend his normal duty but he was refused work by the management without assigning any reason and notice. Refusal of work, which amounts to termination, is retrenchment under Section 2(oo) of the ID Act. The management has also violated Section 25F of the ID Act. No charge-sheet was issued, no inquiry was held and the workman was not paid retrenchment compensation at the time of termination. The workman then lodged a complaint dated 10.06.2020 with the Labour Inspector, U.T. Chandigarh for his reinstatement. The Labour Inspector fixed a number of dates for an amicable settlement but the management did not appear before the Labour Inspector on any date fixed for settlement. For his reinstatement, the workman served upon the management a demand notice dated 04.09.2020. The management neither denied the contents of the demand notice nor took the workman back on duty. The Assistant Labour Commissioner-cum-Conciliation Officer, U.T. Chandigarh was requested for his intervention. The Conciliation Officer intervened but the dispute could not be settled within the stipulated period. The management did not appear before the Conciliation Officer on any date fixed for settlement. The action of the management is illegal, wrongful, motivated, against the principle of natural justice and unfair labour practice. The workman remained unemployed during the period i.e. from the date of termination till date. Prayer is made that workman may be reinstated with full back wages along with continuity of service, full attendant benefits without any change in his service condition.

3. On notice, management contested the claim statement by filing written statement on 20.09.2021 wherein preliminary objections are raised on the ground that the claim statement is not maintainable under law as no cause of action accrued to the workman against the management, since the workman himself left /

abandoned the service of the management after taking all his dues. The workman joined M/s P. K. Industries in the year 1998 as Operator and he was transferred to M/s Chandigarh Gear in the year 2004. The workman continued to work with the management and had worked up to 25.09.2012. Thereafter, workman himself resigned from the service of the management after taking all his dues. The resignation letter is dated 25.09.2012 and full and final receipt is 25.09.2012 which is duly signed by the workman. The workman again joined the management on 01.04.2013 and had worked up to 31.03.2017. The workman remained absent in the month of April 2017 without any intimation to the management and thereafter joined the service of the management in the month of May 2017. The management regularly paid the wages of the workman in cash up to October 2016 and thereafter through cheque. The workman availed one month leave from 01.02.2018 to 28.02.2018 for his son's marriage. However, after the expiry of leave period, the workman never returned to perform his duties. Thus, having no choice, the management relieved the workman with his full and final settlement vide receipt dated 29.03.2018. The management also paid the amount of gratuity to the workman for the period 2013 to 2018. The details of the payment are as below :-

<b><u>Month</u></b>	<b><u>Year</u></b>	<b><u>Cheque No.</u></b>	<b><u>Amount Paid</u></b>
November	2016	Advance cash paid	12,000/-
December	2016	766204	2,423/-
January	2017	766211	10,670/-
February	2017	750329	11,694/-
March	2017	750331	6,560/-
April	2017	Absent	Absent
May	2017	766248	8,879/-
June	2017	652617	11,958/-
July	2017	652629	8,733/-
August	2017	652636	2,911/-
September	2017	652640	10,150/-
October	2017	Absent	Absent
November	2017	652657	8,724/-
December	2017	61325	9,025/-
January	2018	61330	9,025/-
February	2018	Absent	Absent
March	2018	61350	9,025/-
Gratuity	2013-18	61347	20,095/-
April	2018	61357	7,091/-
May	2018	61366	8,951/-

June	2018	256845	7,917/-
July	2018	256853	7,289/-
August	2018	256866	9,460/-
September	2018	256875	9,144/-
October	2018	256883	9,640/-
November	2018	384811	9,460/-
December	2018	384825	4,954/-
January	2019	384834	10,079/-
February	2019	384944	9,930/-
March	2019	688222	6,887/-
April	2019	Absent	Absent
May	2019	688242	11,500/-
June	2019	688249	4,983/-
July	2019	688262	11,120/-
August	2019	714	11,500/-
September	2019	727	11,700/-
October	2019	741	11,500/-
November	2019	750	11,500/-
December	2019	760	11,500/-
January	2020	780	9,645/-
February	2020	782	5,155/-
March	2020	7 Days	
April	2020	Cash deposited in account during lockdown	4,000/-
May	2020	Paid cash	4,000/-

4. The workman once again joined the services of the management in April, 2018 and worked continuously with management till September 2019. However, in September, 2019, nature / status of the proprietorship concern changes into partnership firm and all the employees / workers were transferred to new firm M/s Chandigarh Gears (Partnership Firm). The workman worked with the management of M/s Chandigarh Gears (Partnership Firm) till 07.03.2020 for which he was duly paid and after that workman did not join the

duties of the management. The operations of the management remained suspended till 04.05.2020 because of COVID-19 pandemic. During pandemic, management kept on paying the wages of the workman. The management resumes its operations on 05.05.2020. The workman joined the management firm on 05.05.2020 after taking ₹ 4,000/- as balance payment and worked up to 13.05.2020. Thereafter, workman abandoned the services of the management without any intimation. Since the workman did not join his duties, thus the management issued a letter dated 04.06.2020 to the workman informing him to join the duty as soon as possible. However, no response was received from the workman.

5. Further preliminary submissions are made to the fact that the management M/s Chandigarh Gears was formerly known as M/s P. K. Industries, which was owned and managed by its Proprietor Shri U. S. Gupta. In the year 2004, M/s P. K. Industries was shut down and new Proprietorship concern was set up under the name & style of M/s Chandigarh Gears and the same was owned and managed by its Proprietor Smt. Salochna Gupta. The proprietorship concern continued its business till September 2019. Thereafter, nature / status of M/s Chandigarh Gears was changed from proprietorship concern to partnership firm. Thus, presently M/s Chandigarh Gears is working as Partnership firm with new GST and PAN Number and all the assets of Proprietorship concern are already sold to the new firm.

6. Further on merits, it is admitted to the extent that the workman was appointed as Operator in the year 1998. However, the workman was transferred to M/s Chandigarh Gears in the year 2004. The workman himself left / abandoned the services of the management on 13.05.2020 after taking all his dues. The management issued letter dated 04.06.2020 to the workman informing him to join the duty as soon as possible. However, no response was received from the workman. The workman joined and left / abandoned the services of the management on number of occasions, details of which are provided as under :-

<u>Sr. No.</u>	<u>Date of Joining</u>	<u>Date of Abandonment</u>
1.	01.04.2013	31.03.2017
2.	May, 2017	29.03.2018 (including leave period i.e. 01.02.2018 to 28.02.2018)
3.	April, 2018	September, 2019
4.	September, 2019 (in M/s Chandigarh Gear, Partnership firm)	07.03.2020
5.	05.05.2020	13.05.2020

7. Further similar plea is taken as taken in the preliminary objections and preliminary submissions. Rest of the averments of the claim statement are denied as wrong except Para 5 which is replied being matter of record. Prayer is made that claim statement may be dismissed with costs.

8. Workman filed rejoinder on 26.10.2021 wherein the contents of the written statement except admitted facts of claim statement are denied as wrong and averments of claim statement are reiterated.

9. From the pleadings of parties, following issues were framed vide order dated 26.10.2021 :-

1. Whether the services of the workman were terminated illegally by the management, if so, to what effect and to what relief he is entitled to, if any? OPW
2. Relief.

10. In evidence, workman Raj Kumar examined himself as AW1 and tendered his affidavit Exhibit AW-1/A along with copy of his Aadhar card Exhibit 'W1'. It is pertinent to mention here that the management put the workman resignation letter dated 25.09.2012 vide **Exhibit 'M1'**. On 15.03.2023, Learned Representative for the workman closed evidence in affirmative on behalf of the workman.

11. On the other hand, management examined Parveen Kumar Gupta S/o Shri U. S. Gupta, Partner of M/s Chandigarh Gears as MW1, who tendered his affidavit Exhibit 'MW1/A' along with copies of documents Exhibit 'M1/A',

**Exhibit 'M2'** to Exhibit 'M6' and Exhibit 'M6/1' (Original of Exhibit 'M2' to Exhibit 'M6' and Exhibit 'M6/1' seen and returned).

**Exhibit 'M1/A'** is partnership deed dated 08.05.2019.

**Exhibit 'M2'** is full and final receipt dated 25.09.2012 for a sum of ₹ 8,482/-.

**Exhibit 'M3'** is full and final receipt dated 25.09.2012 for a sum of ₹ 31,792/-.

**Exhibit 'M4'** is full and final receipt dated 29.03.2018 vide cheque No.061347 dated 29.03.2018 for a sum of ₹ 20,095/-.

**Exhibit 'M5'** is statement of account of M/s Chandigarh Gear of current account maintained with Punjab National Bank, Branch Sector 47, Chandigarh for the period 12.05.2017 to 16.03.2020.

**Exhibit 'M6'** is letter dated 04.06.2020 along with postal receipt dated 05.06.2020 vide **Exhibit 'M6/1'**.

12. On 07.03.2024, Learned Representative for the management closed oral evidence and on 25.04.2024 closed documentary evidence.

13. I have heard the arguments of Learned Representatives for the parties and perused the judicial file. My issue-wise findings are as below ;-

#### **Issue No. 1 :**

14. Onus to prove this issue is on the workman.

15. Under this issue workman Raj Kumar examined himself as AW1 and vide his affidavit Exhibit 'AW1/A' deposed the averments of the claim statement in toto which are not reproduced here for the sake of brevity.

16. On the other hand, management examined MW1 Parveen Kumar Gupta, Partner M/s Chandigarh Gears; who vide his affidavit Exhibit 'MW1/A' deposed the entire material contents of the written statement which are not reproduced here to avoid repetition of discussion. Learned Representative for the management in support oral evidence referred documents Exhibit 'M1', Exhibit 'M1/A', Exhibit 'M2' to Exhibit 'M6 and Exhibit 'M6/1'.

17. From the oral as well as documentary evidence lead by the parties, it comes out that initially workman joined the service as Operator with M/s P. K. Industries. It is undeniable fact that in the year 2004 M/s P. K. Industries was shut down and a new Proprietorship concern was set up under the name and style of M/s Chandigarh Gears and later on in September, 2019 the Proprietorship concern of M/s Chandigarh Gears

was changed to Partnership Firm. However, the employees of M/s P. K. Industries continue to work with M/s Chandigarh Gears on the same terms and conditions. MW1 when put to cross-examination stated that workman was appointed on 05.01.1998. MW1 admitted as correct that earlier the factory was running under the name and style of M/s P. K. Industries. MW1 further stated that new firm in the name and style of M/s Chandigarh Gears started in the year 2004. MW1 admitted as correct that all the employees of M/s P. K. Industries were transferred to M/s Chandigarh Gears.

18. Learned Representative for the workman argued that workman remained in continuous employment of the management previously under the name and style of M/s P. K. Industries and from year 2004 onwards under the name and style of M/s Chandigarh Gears up to 02.06.2020 when his services were illegally terminated by refusing work. On the other hand, Learned Representative for the management argued that the workman never remained in continuous employment of the management. Initially, the workman joined in the year 1998 and thereafter resigned on 25.09.2012 vide resignation letter Exhibit 'M1' and thereafter received amount of full and final settlement vide receipts dated 25.09.2012 / Exhibit 'M2' and Exhibit 'M3'. The workman again joined on 01.04.2013 and worked up to 31.07.2013. The workman remained absent in the month of April, 2017 without intimation and thereafter re-joined in May 2017. Workman availed one month leave from 01.02.2018 to 28.02.2018 for his son's marriage and after the expiry of leave period workman did not return to perform his duties. Thereafter the workman was relieved and workman was paid full and final settlement amount of ₹ 20,095/- vide receipt Exhibit 'M4'. To my opinion, the documents Exhibit 'M1' to Exhibit 'M3' stands duly proved on record as workman / AW1 when put to cross-examination stated that he identified his signatures of resignation letter dated 25.09.2012 / Exhibit 'M1'. The perusal of Exhibit 'M1' would reveal that on 25.09.2012 workman tendered resignation in writing to the Chandigarh Gears, Industrial Area, Phase - I, Chandigarh stating therein that he joined as a Operator with their organisation in the year 2004 and now he is unable to keep his service continue so his resignation may be accepted with immediate effect on 25.09.2012 with further request to release his gratuity and other dues lying pending. The perusal of Exhibit 'M2' show the payment of ₹ 8,482/- in cash to the workman towards full and final settlement and receipt Exhibit 'M3' shows the payment of ₹ 31,792/- through cheque No.464161 dated 15.10.2012 from the account of M/s Chandigarh Gears to the workman. When put to cross-examination workman / AW1 stated that till year 2014 he was receiving salary in cash and thereafter through bank transaction. Workman has denied his signatures on receipts dated 25.09.2012 / Exhibit 'M2' and Exhibit 'M3'. The plea of the workman that he did not receive any payment against receipts Exhibit 'M2' and Exhibit 'M3' is not acceptable because the workman did not dispute his signatures on resignation letter dated 25.09.2012 wherein apart from request to accept his resignation he has also requested to release his gratuity and other dues. In the claim statement, the workman has concealed these facts and it is neither pleaded nor proved by the workman that he did not receive the payment of dues, as requested by him in the resignation letter Exhibit 'M1'. The payment against receipt Exhibit 'M3' is made through cheque. The workman did not produce into evidence the copy of his bank account showing that he did not receive any amount by way of cheque No.464161 dated 15.10.2012 of PNB Bank issued by the management.

19. It is further argued by Learned Representative for the management that the workman again joined the service on 01.04.2013 and abandoned the job on 31.03.2017, then again joined in May, 2017 and abandoned the job on 29.03.2018, then again joined in April, 2018 and abandoned the job on 13.05.2020. During the period of May, 2017 to March, 2020 the workman availed leave from 01.02.2018 to 28.02.2018 and remained in the employment of M/s Chandigarh Gears, Partnership Firm from September 2019 till 13.05.2020 excluding the period 07.04.2020 to 04.05.2020. To my opinion, as far as abandonment of job on 29.03.2018 is concerned, the same is proved from Exhibit 'M4' i.e. receipt of ₹ 20,095/- of full & final settlement issued by the workman in favour of Chandigarh Gears. Learned Representative for the workman argued that the receipt Exhibit 'M4' does not bear the signature of the workman, therefore, the payments of ₹ 20,095/- to the workman is not proved. To support his argument Learned Representative for the workman referred cross-examination of

workman / AW1 wherein he denied the suggestion as wrong that on 29.03.2018 he had received amount of ₹ 20,095/- vide cheque No.061347 dated 29.03.2018 drawn on Punjab National Bank towards full & final settlement up to 31.03.2018. To my opinion, the aforesaid argument advanced by Learned Representative for the workman does not carry any force because no inference can be drawn from the stray sentence deposed by a witness. The entire testimony of the witness is to be taken into consideration. AW1 while denying the suggestion of receipt of payment of ₹ 20,095/- through cheque towards full & final settlement voluntarily stated that he received the amount of ₹ 20,095/- as advanced on account of marriage of his son. The aforesaid version of AW1 would suggest that admittedly AW1 / workman had received the payment of ₹ 20,095/- from the management. The plea taken by the workman that he received the payment of ₹ 20,095/- towards advance on account of marriage of his son is not acceptable as no such fact is pleaded either in the statement of claim or in the affidavit Exhibit 'AW1/A'. With this the management's plea that amount of ₹ 20,095/- was paid to the workman towards full & final settlement up to 31.03.2018 as the workman abandoned job on 29.03.2018 stands duly proved.

20. Learned Representative for the management argued that after leaving the job and settlement of full & final dues on 29.03.2018, the workman rejoined the service with the management in April, 2018. The workman has taken the plea that his services were terminated on 02.06.2018 by verbal order of refusal of work whereas the management has taken the plea that the workman has abandoned the job again on 07.03.2020 and thereafter on 13.05.2020. To my opinion, the abandonment of job by the workman on 07.03.2020 does not stand proved because it is own case of the management that the operation of the management remained suspended due to COVID-19 from 07.03.2020 to 04.05.2020 and it is neither pleaded nor proved by the management that during the aforesaid period of suspension of operation / work of management, the services of the employees of the management were dispensed with or that they were paid all their legal dues. In this manner, after receiving the full & final settlement amount on 29.03.2018, the workman is proved to be in fresh service of the management w.e.f. April, 2018 till termination of his service on 02.06.2020.

21. Learned Representative for the management argued that the workman continuously absented from duty w.e.f. 14.05.2020 and did not turn up thereafter despite issuance of letter dated 04.06.2020 regarding absence from duty. On the other hand, Learned Representative for the workman argued that neither the workman absented from the alleged date 14.05.2020 nor the workman received any letter dated 04.06.2020. To my opinion, as far as the service of letter dated 04.06.2020 to the workman is concerned, MW1 in his cross-examination recorded on dated 18.08.2023 stated that when the workman had left the job at previous occasions, he had written letter to him requiring him to join back his duty. Today he has not brought the said letter but he can produce the same on the next date of hearing. Remaining cross-examination of MW1 was deferred on request of Learned Representative for the workman with direction to the witness to bring the record of the letter previously written by him to the workman calling him back to rejoin his duties. MW1 when recalled for remaining cross-examination recorded on 12.10.2023 stated that he has brought the original letter dated 04.06.2020 copy of which is already placed on record vide Exhibit 'M6'. MW1 further stated that the said letter is written by the management to the workman after 20 days of his absence calling him back to rejoin his duties. MW1 voluntarily stated that the management waited for the workman for 20 days but the workman did not join duty, then management wrote letter Exhibit 'M6'. Learned Representative for the workman argued that letter Exhibit 'M6' has been issued to the workman on address of House No.1703, Deep Complex, Hallomajra, Chandigarh vide postal receipt dated 05.06.2020 / Exhibit 'M6/1' whereas the address of the workman is House No.1413, Deep Complex, Hallomajra, Chandigarh, therefore, service of letter Exhibit 'M6' at the correct address of the workman is not proved. To my opinion, the aforesaid argument advanced by Learned Representative for the workman is devoid of merit because the workman / AW1 when put to cross-examination stated that he stayed at house No.1703, Deep Complex, Hallomajra, Chandigarh till year 2013. Thereafter he shifted in house No.1413, Deep Complex, Hallomajra, Chandigarh. AW1 admitted as correct that he did not

inform the company regarding change of his address. To my opinion, it was the duty of the workman to inform his employer / company regarding change of his address, if any, for correspondence. As admitted by AW1 he did not inform his employer / company that he has changed his address from house No.1703 to House No.1413, Deep Complex, Hallomajra, Chandigarh, therefore, the management has rightly issued the letter Exhibit 'M6' to the workman as per his address available on record and as intimated by the workman. The issue of letter Exhibit 'M6' would support the plea of the management that the workman absented from duty without intimation w.e.f. 14.05.2020 onwards and thereafter did not report on duty. The management before dispensing with the services of the workman has discharged its obligation requiring the workman to recall on duty. From the discussion made above, it is established that the workman had voluntarily abandoned his service by not reporting for duty for a long period. Absence from duty in the beginning may be misconduct but when such absence is for long period it may amount to voluntarily abandonment of service resulting in termination of service automatically without necessitating any further order from employer.

22. Accordingly, this issue is decided against the workman and in favour of the management.

**Relief :**

23. In the view of foregoing finding on the issue above, this industrial dispute is declined. Appropriate Government be informed. File be consigned to the record room.

(Sd.) . . . ,

(JAGDEEP KAUR VIRK),  
PRESIDING OFFICER,  
Industrial Tribunal & Labour Court,  
Union Territory, Chandigarh.  
UID No. PB0152.

Secretary Labour,  
Chandigarh Administration.

**CHANGE OF NAME**

I, Rattan Chand, S/o Punjab Singh, House No. 1119, Sector 19-B, Chandigarh, have changed my name from Rattan Chand to R.C. Thakur.

[893-1]

I, Ram Chander Sah, S/o Rasik Lal Sah, R/o H. No. 1009, Daria, Chandigarh. That I have changed my name from Ram Chandra Sahu to Ram Chander Sah.

[894-1]

I, Shubham Kumar, S/o Shri Vijay Kumar, R/o House No. 3280/1, Sector 47-D, Chandigarh, have changed my name to Shubham Kumar Garg.

[895-1]

I, Shivam, S/o Sushil Mittal, House 1804, Sector 29-B, Chandigarh, have changed my name from Shivam to Shivam Mittal.

[896-1]

I, Satya Narayan, S/o Nan Kau, R/o # 55, Phase-3, Bapudham Colony, Sector 26, Chandigarh, have changed my name from Satya Narayan to Sat Narayan.

[897-1]

I, Rajni, W/o Surinder Kumar, R/o H. No. 2563, Sector 38-C, Chandigarh, have changed my name to Rajni Jaswal.

[898-1]

I, Priyanka Kumari Lal, W/o Dhanesh Srivastav, # 589, Phase 1, Bapu Dham Colony, Sector 26, Chandigarh, have changed my name to Priyanka Devi.

[899-1]

I, Bhago, W/o Sher Singh, R/o # 231, Village Kaimbwala, Chandigarh, have changed my name to Paramjeet Kaur.

[900-1]

I, Jatinder Singh, S/o Balbir Singh, # 2578, Sector 19-C, Chandigarh, have changed my name to Jatinder Singh Thind.

[901-1]

I, Vipin Kumar Verma, S/o Ram Kumar, # 3106A, Sector 31-D, Chandigarh, have changed the name of my minor daughter from Mannat to Mannat Soni.

[902-1]

I, Amarjeet *alias* Amarjeet Singh *alias* Amarjit Singh, S/o Koki Ram, R/o # 544, Phase 1, Ram Darbar, Chandigarh, have changed my name to Amarjeet Singh.

[903-1]

मैं, विशाल, पुत्र हेम चंद, निवासी 1682, फेस-2, राम दरबार, चंडीगढ़, ने अपना नाम विशाल से बदलकर विशाल खन्ना रख लिया है।

[904-1]

I, Dhanistha, D/o Hem Chand, R/o 1682, Phase-2, Ramdarbar, Chandigarh, have changed my name from Dhanistha to Dhanistha Khanna.

[905-1]

I, Mithlesh, W/o Hem Chand, R/o 1682, Phase-2, Ramdarbar, Chandigarh, have changed my name from Mithlesh to Mithlesh Khanna.

[906-1]

I, Saroj Horo, W/o Kaleph Horo, R/o H. No. 28, Near Airport, VPO Behlana, UT Chandigarh. That I have changed my name from Saroj Horo to Saroj Kerketta.

[907-1]

I, Uma Rana@Om Laxmi, W/o Mahesh Kumar Rana & Mahesh Kumar Rana, S/o Santokh Singh Rana, R/o # 3048-B, Sector 52, Chandigarh, notify our daughter Kaashivi Rana did 10th class and 12th class from PM Shri Kendriya Vidyalaya, Sector 31, Chandigarh, in 2019 and 2021. We declare that our name is mentioned wrongly as Uma Rana and Mahesh Rana in marksheets of 10th and 12th of our daughter issued year 2019 & 2021 by CBSE instead Uma Rana@Om Laxmi and Mahesh Kumar Rana. We are submitting application to CBSE for correction of name in both marksheets of our daughter.

[908-1]

I, Madhu, W/o Vikram Sharma, R/o House No. 6216/B, Sector 56, Chandigarh, declare that I have changed my name from Madhu to Madhu Sharma. Concerned please note.

[909-1]

I, Tamanna Roy, W/o Col. Gautam Roy, R/o House No. 5811-A, Sector 38-West, Chandigarh, inform that in my Pan card No AVKPC5532E my father name wrongly mentioned Maj. Gautam Chandel. My father Correct name is Vasudev Jaswal. Vasudev Jaswal and V. Jaswal is the name of one and same person.

[910-1]

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